

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

STEPHEN R. CRIBBS,)	
)	
Plaintiff,)	
)	
v.)	
)	CIVIL ACTION NO.: 4:11-CV-00263
NFI NETWORK LOGISTIC)	WTM-GRS
SOLUTIONS, LLC,)	
)	
Defendant.)	

**OFFER OF JUDGMENT BY
DEFENDANT NFI NETWORK LOGISTIC SOLUTIONS, LLC**

Defendant NFI NETWORK LOGISTIC SOLUTIONS, LLC (hereinafter "NFI") respectfully makes this its Offer of Judgment ("Offer") pursuant to Fed. R. Civ. P. 68 as follows:

(1) Stephen R. Cribbs is "Plaintiff" in this action and asserts claims for violations of COBRA (29 U.S.C. 1161) in his First Amended Complaint For Damages (Doc. 11) in the litigation at Case No.: 4:11-CV-00263 against NFI (hereinafter the "COBRA Claims").

(2) Defendant hereby offers to allow judgment to be entered against it in the amount of Fifteen Thousand Dollars (\$15,000.00) in relation to the COBRA Claims only.

(3) This shall be the total amount to be paid by NFI on account of any liability claimed in this action relating to the COBRA Claims, including all costs of suit, attorneys' fees, penalties and other damages recoverable under COBRA.

(4) NFI makes this offer more than fourteen (14) days before trial, the date for which trial has not been set yet.

(5) If this Offer of Judgment is not accepted by Plaintiffs within fourteen (14) days after service of the Offer, the Offer shall be deemed withdrawn.

(6) To accept this offer, Plaintiff must serve on NFI's counsel written notice of acceptance therewith within fourteen (14) days of the date this offer is made.

(7) If Plaintiff does not accept this Offer in the fourteen (14) day period allowed, he may become obligated to pay NFI's costs incurred after the making of this Offer.

(8) This Offer of Judgment is made with the understanding that, if it is accepted and judgment is entered on the Offer of Judgment, such judgment will preclude any claims, demands, and/or other causes of action by Plaintiff against Defendant for the COBRA Claims.

(9) This Offer is made for the purpose specified in Federal Rule of Civil Procedure 68 and is not to be construed as either an admission that NFI is liable to Plaintiff in this action, or that the Plaintiff has suffered any damage.

(10) This Offer is not be filed with the Court unless (a) accepted by Plaintiff or (b) in a proceeding to determine costs.

Respectfully submitted this 17th day of February, 2015 by,

ELLIS, PAINTER, RATTERREE & ADAMS LLP

/s/ Maury Bowen

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